

# **REQUEST FOR PROPOSAL**

**FOR**

**Wide Area Network (WAN) Services, Internet Services (ISP), Co-located Datacenter Space, and Associated Equipment**

**For**

**Northshore Technical Community College**



**File Number: 40023-R23011**

**Solicitation Number: R23011**

**Proposal Opening Date: May 8, 2023**

**Proposal Opening Time: 10:00 AM CST**

**State of Louisiana**

**Northshore Technical Community College**

**March 20, 2023**

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#### **ATTACHMENTS:**

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# **REQUEST FOR PROPOSAL FOR**

## **Wide Area Network (WAN) Services, Internet Services (ISP), Co-located Datacenter Space, and Associated Equipment**

### **PART I: ADMINISTRATIVE AND GENERAL INFORMATION**

#### **1.1 Purpose**

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1595 from bona fide, qualified Proposers who are interested in providing Northshore Technical Community College (NTCC) with the following:

- Wide Area Network (WAN) Services
- Internet Services (ISP)
- Co-located datacenter space
- Associated Equipment

The successful proposer will provide a level of consultation services for the configuration of core networking and telecommunications gear to ensure that (VoIP) phone services are not adversely affected by high or irregular internet/network traffic and likewise, the internet should not be adversely affected by VoIP use.

The services provided through this RFP shall be robust and capable of providing continuity of business. In the event of any disaster that prevents normal business operation from occurring, such as hurricanes, floods, tornados, etc. 24x7x365 premium support using technicians/Network Operations Center (NOC) personnel with a response time of four (4) hours of the environment being safe, using contractor-employed team members must be included in all solutions.

This Request for Proposal (RFP) is issued to invite Proposers to submit proposals for the above products and services. Proposers are encouraged to be innovative in the proposed solutions as to provide the most cost-effective solution while meeting all technical requirements as outlined in this RFP.

This RFP is currently for NTCC however, it will also offer the opportunity for all Louisiana Community and Technical College System (LCTCS) member institutions to participate in future contracts.

LCTCS Institutions – The Board of Supervisors of Louisiana’s Community and Technical Colleges, created in 1999, serves as the management board for Louisiana’s public 2-year institutions. Proposer should disclose in proposal if the services [in detail] listed in this RFP cannot be met with another member institution of LCTCS other than NTCC. Member institutions that make up the Louisiana Community & Technical College System are:

- Baton Rouge Community College
- Bossier Parish Community College
- Central Louisiana Technical Community College

- Delgado Community College
- L.E. Fletcher Technical Community College
- Louisiana Community and Technical College System Board Office
- LCTCOnline
- Louisiana Delta Community College
- Northshore Technical Community College
- Northwest Louisiana Technical College
- Nunez Community College
- River Parishes Community College
- South Central Louisiana Technical College
- South Louisiana Community College
- SOWELA Technical Community College

## 1.2 Background

Northshore Technical Community College (NTCC), a Louisiana state agency and sometimes referred to as “NTCC”, is comprised of campuses in the region north of New Orleans and east of Baton Rouge. With locations in five (5) Louisiana parishes, NTCC offers a wide range of in-demand educational programs to students in the Northshore Region. NTCC is comprised of five (5) campuses and three (3) learning centers. NTCC has an enrollment of over 3500 students. Learning is becoming more and more dependent on technology and the internet. NTCC is seeking to provide an excellent learning environment by providing high speed internet, seamless integration of learning resources, and ease of access to the College’s faculty, staff, and students using high quality internet, WAN, co-located data center and associated equipment.

Northshore Technical Community College’s average spending on these services has averaged \$175,000 per fiscal year post-pandemic.

## 1.3 Goals and Objectives

NTCC desires a single source provider to obtain multiple products and services which will accomplish the following:

- **Wide Area Network (WAN) Services** – allow the efficient transfer of data between campuses.
- **Internet Services (ISP)** – obtain high speed internet to support the ever-increasing demand for quality online learning resources and collaboration.
- **Co-located datacenter space** – provides highly-available, redundant access to host publicly available mission-critical services. Provides additional business continuity options for the College.
- Obtain affordable solutions to provide these technological services to students, businesses, and industry without new or increased funds.
- Allow the College to service our students as a single institution, rather than disjointed independent campuses.

## 1.4 Term of Contract

The term of any contract resulting from this solicitation shall be for an initial period of Thirty-Six (36) months to begin on or about September 15, 2023 and to end September 15, 2026, unless

otherwise terminated in accordance with the termination provisions of the Contract. At the option of NTCC of Louisiana and acceptance of the Contractor, the contract may be extended for two (2) additional Twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed Sixty (60) months.

## 1.5 Definitions

- A. **Agency** - Any department, commission, council, board, office, bureau, committee, institution, agency, government, corporation, or other establishment of the executive branch of NTCC of Louisiana authorized to participate in any contract resulting from this RFP.
- B. **Contract** – A legal binding agreement between NTCC and the awarded Contractor(s).
- C. **Contractor** – Any person having a contract with a governmental body. For sections of this RFP outlining required actions of a Contractor, the Contractor should be understood to refer to the successful Proposer responding to this RFP.
- D. **Discussions** - For the purposes of this RFP, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- E. **May** - The term denotes an advisory or permissible action per La. R.S. 39:1556(33).
- F. **Must** - The term denotes mandatory requirements per La. R.S. 39:1556(33).
- G. **Proposal** – A submission by the Proposer to enter into a Contract with NTCC to supply and support the products and/or services described, in accordance with the RFP specifications.
- H. **Proposer** – A firm, venture or individual who responds to this RFP. The successful Proposer responsive to this RFP is also described as the Contractor in this document.
- I. **Shall** – The term denotes mandatory requirements per La. R.S. 39:1556(52).
- J. **Should** – The term denotes a desirable action.
- K. **Site/Location/Campus/Property** - A school, administration office, instructional classroom, leased facility, or other facility that NTCC determines to need products and services contained in this RFP. NTCC expects the number of sites to continue to increase and any proposal must provide comprehensive pricing for adding sites.
- L. **State** – The term “STATE” shall mean the State of Louisiana and its departments, agencies (including the Using Agency), boards, and commissions as well as their officers, agents, servants, employees, and volunteers.

**Using Agency** - the governmental body of NTCC (including any authorized users) which is procuring any supplies, services, or major repairs, or any professional, personal, consulting, or social services under this Contract pursuant to the Louisiana Procurement Code, La. R.S. 39:1551-1755.

**Smart Hands** – An individual or team of specialized technicians with the required IT certifications & skillsets to perform a field-level hardware or software support task. Smart Hands are most commonly used to provide support for servers, storage, networks, etc. It is a “hands and feet extension” of NTCC IT team members who can perform physical changes to hardware in the collocated datacenter.

### 1.5.1 Acronyms

<u>ATA</u> – Analog telephone Adapter
<u>BLI</u> – Busy Light Indicator
<u>CDR</u> – Call Detail Reporting
<u>COS</u> – Class of Service
<u>DOA</u> – Division of Administration
<u>DID</u> – Direct Inward Dial
<u>FXS</u> – Foreign Exchange Subscriber Port
<u>GBIC</u> – Gigabit Interface Converter
<u>IDF</u> – Intermediate Distribution Frame
<u>IDPS</u> - Intrusion Detection and Preventions System
<u>ISP</u> - Internet Service Provider
<u>LCTCS</u> - Louisiana Community & Technical College System
<u>MDF</u> - Main Distribution Frame
<u>MEF</u> - Metro Ethernet Forum
<u>MPLS</u> - Multiprotocol Label Switching
<u>NOC</u> - Network Operations Center
<u>NTCC</u> - Northshore Technical Community College (a Louisiana State Agency; also, sometimes referred to as “NTCC”)
<u>OSP</u> – Office of State Procurement
<u>PDU</u> - Power Distribution Unit
<u>POE</u> - Power Over Ethernet
<u>POTS</u> - Plain Old Telephone Service
<u>PRI</u> - Primary Rate Interface
<u>QOS</u> – Quality of Service
<u>RFID</u> - Radio Frequency Identification
<u>RFP</u> – Request for Proposal
<u>SAML</u> - Security Assertion Markup Language
<u>SFP</u> - Small Form-factor Pluggable Transceiver
<u>TCP/IP</u> - Transmission Control Protocol/Internet Protocol
<u>UPS</u> - Uninterruptible Power Supply
<u>VLAN</u> - Virtual Local Area Network
<u>VoIP</u> - Voice over Internet Protocol
<u>WAN</u> - Wide Area Network



## 1.6 Schedule of Events

<u>Event</u>	<u>Date</u>
RFP advertised in newspapers and post to LaPac	March 20, 2023
Pre-proposal conference:  Northshore Technical Community College 65556 Centerpoint Blvd. Lacombe, LA 70445 Room 105  Virtual invitation available upon request <a href="mailto:rfp@northshorecollege.edu">rfp@northshorecollege.edu</a>	March 3, 2023 10:00 AM - CST
Deadline for receipt of written inquiries	April 5, 2023 4:00 PM - CST
Deadline to answer written inquiries	April 20, 2023
Deadline for receipt of proposals  ALL PROPOSALS SHALL REMAIN SEALED UNTIL THE DATE AND TIME LISTED.	May 8, 2023 10:00 AM - CST
Presentations & Discussions (if applicable)	N/A
Notice of Intent to award announcement, and 14-day protest period begins, on or about	May 22, 2023
Contract execution, on or about	June 12, 2023

**NOTE: NTCC reserves the right to revise this schedule. Revisions before the Proposal Submission Deadline, if any, will be formalized by the issuance of an addendum to the RFP. Revisions after the Proposal Submission Deadline, if any, will be by written notification to the eligible Proposers.**

## 1.7 Proposal Submittal

This RFP is available in electronic form at the LaPAC website <https://www.cfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>. It is available in PDF format or in printed form by submitting a written request to the NTCC RFP Coordinator. [RFP@NorthshoreCollege.edu](mailto:RFP@NorthshoreCollege.edu). Contact information for the NTCC RFP Coordinator is provided in **Section 1.12.2 Proposer Inquiry Periods** of this RFP.

It is the Proposer's responsibility to check the Office of State Procurement LaPAC website frequently for any possible addenda that may be issued. NTCC is not responsible for a Proposer's failure to download any addenda documents required to submit a response to this Request for Proposal.

Proposals may be mailed through the U. S. Postal Service or delivered by hand or courier service to NTCC at:

Northshore Technical Community College  
C/o Sharon Jones, RFP Coordinator  
65556 Centerpoint Blvd.  
Lacombe, LA 70445  
985-545-1225

NTCC must receive the proposal at its physical location by the date and time specified in **Section 1.6 Schedule of Events**, of this RFP.

**Important - - Clearly mark outside of envelope, box or package with the following information and format:**

- X      **Proposal Name:** *Wide Area Network (WAN) Services, Internet Services (ISP), Co-Located Data Center Space and Associated Equipment*
- X      **File Number:** 40023-R23011, **Solicitation Number:** *Identify*
- X      **Proposal Opening Date and Time:** *Identify*

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to the NTCC location. NTCC is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

Proposers are hereby advised that due to the nature of the internet, NTCC cannot guarantee that access to the LaGov or LaPAC websites will be uninterrupted or that e-mails or other electronic transmissions will be sent to you or received by us. The proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

All proposals shall be received by NTCC **no later than the date and time shown in Section 1.6 Schedule of Events.**

**NOTE: FAX, EMAIL OR ANY OTHER ELECTRONIC SUBMISSIONS ARE NOT ACCEPTABLE.**

**PROPOSALS SHALL BE OPENED PUBLICLY AT THE PHYSICAL LOCATION IDENTIFIED ABOVE AND ONLY THE NAME OF THE PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. NO OTHER INFORMATION CONTAINED IN THE PROPOSAL SHALL BE RELEASED OR DISCLOSED.**

## **1.8 Proposal Response Format**

Proposals submitted for consideration should follow the format and order of presentation described below:

### **1.8.1 Cover Letter**

A cover letter should be submitted on the Proposer's official business letterhead and should exhibit the Proposer's understanding and approach to the project. It should contain a summary

of the Proposer's ability to perform the services described in the RFP, and confirm that the Proposer is willing to perform those services and enter into a contract with NTCC.

**ATTENTION:** Please indicate in the Cover Letter which of the following applies to the signer of the proposal. Evidence of signature authority shall be provided upon NTCC's request.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the Secretary of State or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the Secretary of State. **A copy of the annual report or partnership record must be submitted to the Office of State Procurement before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit the proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents should be attached to the Cover Letter.**
3. The Proposer has filed with the Secretary of State an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Procurement before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Procurement.

The cover letter should also:

- Identify the submitting Proposer and provide their federal tax identification number;
- Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;
- Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

### **1.8.2 Table of Contents**

The proposal should be organized in the order contained below. All pages should be numbered consecutively in the proposal response.

### **1.8.3 Executive Summary**

This section serves to introduce the scope of the proposal. It shall include administrative information including: Proposer contact name and phone number, and the stipulation that the

proposal is valid for a time period of at least ninety (90) calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the NTCC's overall requirements in the timeframes set by NTCC.

The executive summary should include a positive statement of compliance with the contract terms, see **Attachment IV – Sample Contract**. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in **Attachment IV – Sample Contract**, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, NTCC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

#### **1.8.4 Ease of Integration/Implementation of Proposed Solution:**

The Proposers should give a brief description of their company including history, corporate or organization structure, number of years in business, and copies of its latest two (2) years of financial statements, preferably audited.

This section should provide a detailed discussion of the Proposer's prior experience in working on projects similar in size, scope, and function to the proposed contract. Proposers should describe their experience in other states or in corporate and governmental entities of comparable size and diversity with references from previous clients including names and telephone numbers.

Proposer must respond to each specification and each item listed in **Attachment VI – Proposal Questionnaire** and return this document with the proposal. Proposals lacking specific responses may be rejected.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer section in **Section 2.1 – Scope of Work**.

Proposers should clearly describe their ability to exceed the qualifications described in the Desirable Qualifications for Proposer section in **Section 2.1 – Scope of Work**.

#### **1.8.5 Functionality/Features of Proposed Solution:**

Proposals should include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge and qualifications to perform all services as described in **Section 2.1 – Scope of Work**. Proposers shall complete **Attachment VII – Requested Features** and return with the proposal.

- Provide Proposer's understanding of the nature of the project and how its proposal will best meet the needs of NTCC
- Define its functional approach in providing services
- Define its functional approach in identifying the tasks necessary to meet requirements
- Describe the approach to Project Management and Quality Assurance
- Provide a proposed Project Work Plan that reflects the approach and methodology, tasks and services to be performed, deliverables, timetables and staffing

- Present innovative concepts for consideration
- Present a detailed schedule of implementation plan for pilot (if applicable) and full agency implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.
- Define its functional approach in developing a detailed design reflecting the most effective means of accomplishing system functions within NTCC's existing infrastructure
- Define its strategy for project team organization and task assignments to transfer application knowledge, to position NTCC to be self-sufficient after implementation
- Define its approach for defining system and data security of data in transit from site to site within the private network of the WAN circuits.
- Identify areas of project risk and procedures to mitigate these risks
- Define the methodology to be used for system design
- Explain how each task and service will be performed. This should take into account the project, phasing, use of tools, technologies, etc.
- Failure to submit a proposal in the official proposal response format may be a cause for rejection of the proposal

#### **1.8.6 Prior Experience with Proposer and/or References:**

The Proposer should provide detailed information about the experience and qualifications of the Proposer's assigned personnel considered key to the success of the project.

This information should include education and certifications, relevant and related experience, past and present projects with dates and responsibilities, and any applicable certifications. This should also specifically include the role and responsibilities of each person on this project.

Proposers should clearly describe their ability to exceed the qualifications described in the Mandatory Qualifications for Proposer in **Section 2.1 – Scope of Work**.

Proposers should clearly describe their ability to exceed the desired qualifications described in the Desirable Qualifications for Proposer in **Section 2.1 – Scope of Work**.

#### **1.8.7 Experience, Qualifications & Capabilities**

#### **1.8.8 Solution Support, Training & Maintenance**

**1.8.9 Financial Proposal:** Proposer's fees and other costs, if any, shall be submitted in accordance with **Attachment "I" Price Schedule** of this RFP. Prices proposed shall be firm for the duration of the contract (*unless there is some provision in the RFP for price escalation*). This financial proposal shall include any and all costs the Contractor wishes to have considered in the contractual arrangement with the State.

**If submitting by hard copy (printed) the Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".**

## 1.9 Number of Response Copies

### **For hard copy submission:**

Each Proposer shall submit one (1) signed original response.

Each Proposer should submit the following:

- Five (5) additional copies of the proposal
- One (1) redacted copy of proposal, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP)
- One (1) “searchable” electronic copy of proposal on two (2) separate USB flash drives. The searchable electronic copy should be provided as one (1) file.
- One (1) electronic redacted copy of proposal on a USB flash drive, if applicable (See **Section 1.11 Confidential Information, Trade Secrets, and Proprietary Information** of this RFP). The electronic redacted copy should be provided as one (1) file.

## 1.10 Legibility/Clarity

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer’s response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer’s ability to meet the requirements of the RFP is also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

## 1.11 Confidential Information, Trade Secrets, and Proprietary Information

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

*“The data contained in pages \_\_\_\_\_ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, NTCC of Louisiana shall have the*

*right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit NTCC of Louisiana's right to use or disclose data obtained from any source, including the Proposer, without restrictions."*

Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by NTCC if a competing proposer or other person seeks review or copies of the Proposer's confidential data.

**If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**

Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) NTCC and hold NTCC harmless against all actions or court proceedings that may ensue which seek to order NTCC to disclose the information.

NTCC reserves the right to make any proposal, including proprietary information contained therein, available to OSP personnel, the Office of the Governor, or other State Agencies or organizations for the sole purpose of assisting NTCC in its evaluation of the proposal. NTCC shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

## **1.12 Proposal Clarifications Prior to Submittal**

### **1.12.1 Pre-Proposal Conference**

A pre-proposal conference will be held on March 3, 2023 at 10:00 AM – CST, at Northshore Technical Community College, 65556 Centerpoint Blvd., Lacombe, LA 70445, Room 105. Prospective Proposers may participate in the conference to obtain clarification of the requirements of the RFP and to receive answers to relevant questions. Any firm who is interested in attending this pre-proposal conference virtually may email a request for an invitation to [RFP@NorthshoreCollege.edu](mailto:RFP@NorthshoreCollege.edu). A virtual pre-proposal conference invitation will be sent to each individual who requests one.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of NTCC will be stated, in writing, in response to written questions via an addendum to this RFP.

### **1.12.2 Proposer Inquiry Periods**

NTCC shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. NTCC reasonably expects and requires *responsible and interested* Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written inquiries relative thereto. *Without exception*, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant solicitation section (even if an answer has already been given to an oral question during the pre-proposal conference). All inquiries must be received by the Inquiry Deadline date set forth in **Section 1.6 Schedule of Events** of this RFP. Only those inquiries received by the established deadline shall be considered by NTCC. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this request for proposal shall be delivered to NTCC's contact person for this RFP, Sharon Jones, by mail, express courier, e-mail, hand-delivered, or fax:

Northshore Technical Community College  
Attn: Sharon Jones – RFP Coordinator  
65556 Centerpoint Blvd.  
Lacombe, LA 70445  
Email: [RFP@northshoreCollege.edu](mailto:RFP@northshoreCollege.edu)  
Phone: (985)545-1225  
Fax: (985)545-1281

Only the person identified above or their designee has the authority to officially respond to Proposer's questions on behalf of NTCC, including during the Blackout Period. Any communications from any other individuals are not binding to NTCC.

An addendum will be issued and posted at the Office of State Procurement LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all RFP documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any State employee or State consultant. It is the Proposer's responsibility to check the LaPAC website frequently for any possible addenda that may be issued. The Office of State Procurement is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with La. R.S. 39:1671. Such protest shall be made in writing to the NTCC Purchasing Manager, Sharon Jones at least two (2) days prior to the deadline for submitting proposals.



**Note:** LaPAC is NTCC's online electronic bid posting and notification system resident on the Office of State Procurement website [<http://www.doa.la.gov/Pages/osp/Index.aspx>]. In that LaPAC provides an immediate e-mail notification to subscribing Bidders/Proposers that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

To receive the e-mail notification, Vendors/Proposers must register in the LaGov portal. Registration is intuitive at the following link:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

Help scripts are available on OSP website under vendor center at:  
<http://www.doa.la.gov/Pages/osp/vendorcenter/regnhelp/index.aspx>

### **1.12.3 Blackout Period**

The blackout period is a specified period of time during a competitive sealed procurement process in which any Proposer, bidder, or its agent or representative, is prohibited from communicating with any NTCC employee or contractor of NTCC involved in any step in the procurement process about the affected procurement. The blackout period applies not only to NTCC employees, but also to any contractor of NTCC. "Involvement" in the procurement process includes but may not be limited to project management, design, development, implementation, procurement management, development of specifications, and evaluation of proposals for a particular procurement. All solicitations for competitive sealed procurements will identify a designated contact person, as per Section 1.12.2 Proposer Inquiry Periods section of this RFP. All communications to and from potential Proposers, bidders, vendors and/or their representatives during the blackout period must be in accordance with this solicitation's defined method of communication with the designated contact person. The blackout period will begin upon posting of the solicitation. The blackout period will end when the contract is awarded.

In those instances in which a prospective Proposer is also an incumbent contractor, NTCC and the incumbent contractor may contact each other with respect to the existing contract only. Under no circumstances may NTCC and the incumbent contractor and/or its representative(s) discuss the blacked-out procurement.

Any bidder, Proposer, or state contractor who violates the blackout period may be liable to NTCC in damages and/or subject to any other remedy allowed by law.

Any costs associated with cancellation or termination will be the responsibility of the Proposer or Bidder.

Notwithstanding the foregoing, the blackout period shall not apply to:

1. A protest to a solicitation submitted pursuant to La. R.S. 39:1671;
2. Duly noticed site visits and/or conferences for bidders or Proposers;
3. Oral presentations during the evaluation process
4. Communications regarding a particular solicitation between any person and staff of the procuring agency provided the communication is limited strictly to matters of procedure. Procedural matters include deadlines for decisions or submission of proposals and the proper means of communicating regarding the procurement, but shall not include any substantive matter related to the particular procurement or requirements of the RFP

### **1.13 Errors and Omissions in Proposal**

NTCC will not be liable for any errors or omissions in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: NTCC reserves the right to make corrections or clarifications due to patent errors identified in proposals by NTCC or the Proposer. NTCC, at its option, has the right to request clarification or additional information from the Proposer.

### **1.14 Proposal Guarantee**

NOT REQUIRED FOR THIS RFP.

### **1.15 Performance Bond**

NOT REQUIRED FOR THIS RFP.

### **1.16 Fidelity Bond Requirements**

NOT REQUIRED FOR THIS RFP.

### **1.17 Changes, Addenda, Withdrawals**

NTCC reserves the right to change the Schedule of Events or issue Addenda to the RFP at any time. NTCC also reserves the right to cancel or reissue the RFP.

If the Proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening, and should be submitted in a sealed envelope. Such shall meet all requirements for the proposal.

### **1.18 Withdrawal of Proposal**

A Proposer may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to NTCC.

### **1.19 Material in the RFP**

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by NTCC pursuant to the RFP.

### **1.20 Waiver of Administrative Informalities**

NTCC reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

### **1.21 Proposal Rejection**

Issuance of this RFP in no way constitutes a commitment by NTCC to award a contract. NTCC reserves the right to accept or reject any or all proposals submitted or to cancel this RFP if it is in

the best interest of NTCC to do so. Further, NTCC reserves the right to cancel or decline to enter into a contract with the successful Proposer at any time after the award is made and before the contract receives final approval.

In accordance with the provisions of La. R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any State felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, or the Louisiana Procurement Code under the provisions of Chapter 17 of Title 39.

In accordance with Louisiana law, all corporations (see La. R.S. 12:262.1) and limited liability companies (see La. R.S. 12:1308.2) must be registered and in good standing with the Louisiana Secretary of State in order to hold a purchase order and/or a contract with NTCC.

## **1.22 Ownership of Proposal**

All materials submitted in response to this request become the property of NTCC. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by NTCC and not returned to Proposers. Any copyrighted materials in the response are not transferred to NTCC.

## **1.23 Cost of Offer Preparation**

NTCC is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by NTCC. .

## **1.24 Non-negotiable Contract Terms**

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

## **1.25 Taxes**

Any taxes, other than State and local sales and use taxes, from which NTCC is exempt, shall be assumed to be included within the Proposer's cost.

## **1.26 Proposal Validity**

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, NTCC reserves the right to reject a proposal if the Proposer's acceptance period is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

### **1.27 Prime Contractor Responsibilities**

The selected Proposer shall be required to assume responsibility for all items and services offered in their proposal whether or not they produce or provide them. NTCC shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **1.28 Use of Subcontractors**

NTCC shall have a single prime Contractor for all work performed pursuant to its contract. That prime Contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime Contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime Contractor to use subcontractors, NTCC urges the prime Contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to NTCC Project Manager.

Information required of the prime Contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime Contractor shall assume total responsibility for compliance.

### **1.29 Written or Oral Discussions/Presentations**

NTCC, at its sole discretion, may require all Proposers who submit proposals determined to be reasonably susceptible of being selected for the award to provide an oral presentation of how they propose to meet the agency's objectives; however, NTCC reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made by the Proposer during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance NTCC's understanding of any or all of the proposals submitted. Proposals may be accepted without such discussions.

### **1.30 Acceptance of Proposal Content**

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer to accept these obligations shall result in the rejection of the proposal.

### **1.31 Independent Price Determination**

By submitting a proposal, the Proposer certifies that the price submitted was independently arrived at without collusion.

### **1.32 Evaluation and Selection**

All responses received as a result of this RFP are subject to evaluation by NTCC Evaluation Committee for the purpose of selecting the Proposer most advantageous to NTCC with whom NTCC shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected by NTCC. A consensus-based evaluation process shall be used to evaluate responses. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

NTCC Evaluation Committee may consult Subject Matter Expert(s) (SMEs) to serve in an advisory capacity regarding any Proposer or Proposal. Such input may include, but not limited to, analysis of Proposer financial statements, review of technical requirements, or preparation of cost score data.

Written recommendation for award shall be made to the NTCC Purchasing Manager for the responsible Proposer whose proposal, conforming to the RFP, will be the most advantageous to NTCC of Louisiana, price and other factors considered.

The committee may reject any or all proposals if it is considered in the best interest of NTCC.

### **1.33 Best and Final Offers (BAFO)**

NTCC reserves the right to conduct a BAFO with one or more Proposers determined by the committee to be reasonably susceptible of being selected for award. If conducted, the Proposers selected to participate will receive written notification of their selection, with a list of specific items to be addressed in the BAFO along with instructions for submittal. The BAFO negotiation may be used to assist NTCC in clarifying the scope of work or to obtain the most cost effective pricing available from the Proposers.

**The written invitation will not obligate NTCC to a commitment to enter into a contract.**

### **1.34 Contract Negotiations**

If for any reason, after final evaluation and issuance of the Intent to Award letter, the responsible Proposer whose proposal is most advantageous to NTCC's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and NTCC may negotiate with the next most advantageous responsible Proposer.

Negotiation may include revision of any non-mandatory terms or conditions, and clarification of the scope of work and/or implementation of the most cost-effective pricing available from the Proposers.

### **1.35 Contract Award and Execution**

NTCC reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by NTCC.

Proposers are discouraged from submitting their own standard terms and conditions with their proposals. Proposers should address the specific language in the sample generic contract in **Attachment IV Sample Contract** of this RFP and submit any exceptions or deviations the Proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is executed. NTCC's mandatory terms and conditions including but not limited to those contained in **Section 1.24 Non-negotiable Contract Terms** of this RFP are not negotiable. If applicable, a Proposer may submit or refer to a Master Agreement entered into by the Contractor and the Office of State Procurement in accordance with La. R.S. 39:198(J).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within **seven (7) calendar** days of delivery of it, NTCC may elect to cancel the award and award the contract to the next most advantageous responsible Proposer.

Award shall be made to the Proposer with the highest score, whose proposal, conforming to the RFP, will be the most advantageous to NTCC, price and other factors considered.

NTCC intends to award to a single Proposer, however, reserves the right to make multiple awards if it is determined to be in the best interest of the State.

### **1.36 Notice of Intent to Award**

The Evaluation Team shall compile the scores and make a recommendation to the Chancellor of Northshore Technical Community College on the basis of the responsive and responsible Proposer(s) with the highest score(s).

NTCC will notify the successful Proposer(s) and proceed to negotiate terms for final contract(s). Unsuccessful Proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), scores of each proposal considered along with a summary of scores, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing to the NTCC Purchasing Manager within fourteen (14) calendar days after the agency issues a Notice of Intent to award a contract.

The award of a contract shall be subject to the approval of the NTCC Purchasing Manager.

NTCC intends to award a single proposer, however, NTCC reserves the right to make multiple awards if it proves to be in the best interest of the State.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with La. R.S. 39:1671, to the NTCC Purchasing Manager, Sharon Jones, within fourteen (14) days of the award/intent to award. The "Notice of Intent to Award" letter starts the protest period.

### 1.37 Debriefings

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with the NTCC Purchasing Manager. Contact may be made by phone at (985) 545-1225 or E-mail to [SharonJones@NorthshoreCollege.edu](mailto:SharonJones@NorthshoreCollege.edu)

### 1.38 Insurance Requirements

Contractor shall furnish NTCC with certificates of insurance effecting coverage(s) required by this RFP in accordance with **Attachment III Insurance Requirements for Contractors**. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by NTCC before work commences. NTCC reserves the right to require complete certified copies of all required policies, at any time. The Contractor shall maintain the insurance as shown in **Attachment III Insurance Requirements for Contractors** for the full term of the contract. Failure to comply shall be grounds for termination of the contract.

### 1.39 Subcontractor Insurance

The Contractor shall include all subcontractors as insured's under its policies or shall insure that all subcontractors satisfy the same insurance requirements stated herein for the Contractor.

### 1.40 Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless NTCC from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of NTCC.

Contractor will indemnify, defend and hold NTCC harmless, ***without limitation***, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against NTCC in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that NTCC shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, NTCC may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use

of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as NTCC's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for NTCC the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to NTCC up to the dollar amount of the Contract. Any injunction that is issued against NTCC which prevents NTCC from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for NTCC or provided to NTCC one of the alternatives set forth in the foregoing sentence is cause for NTCC to terminate the Contract. In the event of such termination, NTCC will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for products, materials, or services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

NTCC may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

#### **1.41 Payment**

Payment terms shall be negotiated with the successful Proposer.

The Contractor will be paid in accordance with the Pricing Schedule set forth in **Attachment I – Proposer Financial Response Form**, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish NTCC to consider if negotiated into the contract.

##### **1.41.1 Payment for Services**

The Agency shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment I – Proposer Financial Response Form**. The Contractor may invoice the agency monthly at the billing address designated by the agency. Payments will be made by the Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the Agency. Invoices shall include the contract and order number, using department and product



purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

#### **1.41.2 Late Payments**

Interest due by a State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

#### **1.41.3 Electronic Vendor Payment Solutions**

NTCC desires to make payment to the awarded Contractor(s) electronically. The methods of payment may be via NTCC's LaCarte card (procurement card), or EFT payments sent directly from NTCC's bank directly to the payee's bank. Please see **Attachment V Direct Deposit** for additional information regarding electronic payment methods.

#### **1.42 Termination**

NTCC of Louisiana has the right to terminate the contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with NTCC of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of NTCC; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

##### **1.42.1 Termination of the Contract for Cause**

NTCC may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, provided that NTCC shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then NTCC may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of NTCC to comply with the terms and conditions of the contract, provided that the Contractor shall give NTCC written notice specifying NTCC's failure and a reasonable opportunity for NTCC to cure the defect.

##### **1.42.2 Termination of the Contract for Convenience**

NTCC of Louisiana may terminate the contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. NTCC shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

### **1.42.3 Termination for Non-Appropriation of Funds**

The continuance of the contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

### **1.43 Assignment**

The Contractor shall not assign any interest in the contract by assignment, transfer, or novation, without prior written consent of NTCC. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to NTCC.

### **1.44 No Guarantee of Quantities**

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by the State of Louisiana to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State nor Agency obligates itself to contract for or accept more than their actual requirements during the period of the contract, as determined by actual needs and availability of appropriated funds.

### **1.45 Audit of Records**

NTCC legislative auditor, federal auditors and internal auditors of Northshore Technical Community College, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

### **1.46 Civil Rights Compliance**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under the contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability, or age in any matter relating to employment. Any act of

discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

#### **1.47 Record Retention**

Contractor shall retain all its books, records, and other documents relevant to this Contract and the funds expended hereunder for at least five (5) years after final payment, or as required by applicable Federal law, if Federal funds are used to fund this Contract. Contractor shall comply with all applicable State and Federal laws regarding data retention and provide for a transition period that accommodates all data retention requirements of the State, including data retained and length of retention, following Contract termination, regardless of the reason for Contract termination. Additionally, all State data must be sanitized in compliance with the most currently approved revision of NIST SP 800-66.

#### **1.48 Record Ownership**

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of NTCC and shall, upon request, be returned by Contractor to NTCC, at Contractor's expense, at termination or expiration of the contract.

#### **1.49 Content of Contract/ Order of Precedence**

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

#### **1.50 Contract Changes**

No additional changes, enhancements, or modifications to any contract resulting from this RFP shall be made without the prior written approval of OSP.

Changes to the contract include any change in: compensation; beginning/ ending date of the contract; scope of work; and/or Contractor change through the Assignment of Contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

#### **1.51 Substitution of Personnel**

NTCC intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to NTCC for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

NTCC shall reserve the right to require removal and replacement of any contract personnel whose performance it considers unacceptable.

### **1.52 Governing Law**

All activities associated with this RFP process shall be interpreted under Louisiana Law, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP. Venue of any action brought with regard to all activities associated with this RFP process shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **1.53 Claims or Controversies**

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, La. R.S. 39:1671-1673.

### **1.54 Proposer's Certification of No Federal Suspension or Debarment**

By signing and submitting any proposal for \$25,000 or more, the Proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in "Audit Requirements in Subpart F of the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (formerly OMB Circular A-133).

A list of parties who have been suspended or debarred can be viewed via the internet at <https://www.sam.gov>.

#### **1.54.1 Proposer's Eligibility**

A statement of the Proposer's involvement in litigation and any suspension or debarment proceedings which could affect this work shall also be included in the Proposal. A suspension or debarment proceeding which could affect this work is any proceeding, whether pending or concluded, that involves a governmental body or governmental entity. If no such litigation, suspension or debarment exists, proposer shall so state.

#### **1.54.2 Continuing Obligation**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Contract and debarment from future contracts.

### **1.55 Anti-Kickback Clause**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **1.56 Clean Air Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **1.57 Energy Policy and Conservation Act**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in NTCC energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **1.58 Clean Water Act**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **1.59 Anti-Lobbying and Debarment Act**

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **1.60 Warranties**

Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

#### **No Surreptitious Code Warranty.**

Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in any software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to NTCC and that it will operate in accordance with this solicitation. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of the contract that results in the termination of the contract for cause by NTCC, NTCC will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Any software product introduced by the manufacturer to correct software "bugs" in previously installed software shall be provided by the Contractor to the State at no additional cost and shall

be installed within sixty (60) calendar days after it is made available from the manufacturer during the term of the Contract.

#### **1.61 Code of Ethics**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify NTCC if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

#### **1.62 Proposer's Cooperation**

Any Proposer has the duty to fully cooperate with NTCC and provide any and all requested information, documentation, etc. to NTCC when requested. This applies even if an eventual contract is terminated and/or a lawsuit is filed. Specifically, the Proposer shall not limit or impede NTCC's right to audit or to withhold State owned documents.

#### **1.63 Security**

Contractor's personnel shall comply with all security regulations in effect at NTCC's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to NTCC or to the project. Where special security precautions are warranted (e.g., correctional facilities), NTCC shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to NTCC any known breach of security.

#### **1.64 Prohibition of Discriminatory Boycotts of Israel**

In accordance with La. R.S. 39:1602.1, the following applies to any Proposal with a value of \$100,000 or more and to Proposers with five (5) or more employees:

By submitting a response to this solicitation, the Proposer certifies and agrees that the following information is correct: In preparing its response, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity that is engaging in commercial transactions in Israel or Israeli-controlled territories, with the specific intent to accomplish a boycott or divestment of Israel. The Proposer has also not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. NTCC reserves the right to reject the response of the Proposer if this certification is subsequently determined to be false, and to terminate any contract awarded based on such a false response.

#### **1.65 Key Internal Control Outsourcing**

NTCC will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the contractor for the user agency is operating properly. The assurances provided by the contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports, or other financial and performance

audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 18 review is required, the audit firm will conduct tests of the contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by NTCC Agency. The Contractor may be required to provide a quality control plan, such as third-party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, an audit firm will submit to NTCC Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply NTCC Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by NTCC Agency, such audits may be performed annually during the term of the Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to NTCC Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it shall be included in the cost being proposed in response to this RFP.

#### **1.66 Purchase of Approved Telecommunications Equipment**

In accordance with La. R.S. 39:1753.1, no telecommunications or video surveillance equipment described by Section 889(a) of the Fiscal Year 2019 National Defense Authorization Act (the "NDAA") shall be offered to the State of Louisiana unless the equipment is from a manufacturer who is in compliance with et NDAA. By submitting a bid, the Bidder attests that all equipment offered is sourced from manufacturers which are in compliance with the NDAA. The successful Bidder shall provide documentation of same by affidavit. Any award, contract, or purchase in violation of the Section shall be null and void.

## **PART II: SCOPE OF WORK**

### **2.1 Requirements for Services, Training, Maintenance/Support and Deliverables Requested**

The Contractor must be a first-party vendor/owner of the services sold. This only includes the services, not equipment. For example, “last-mile” WAN or internet circuits are not permitted to be provided via a 3<sup>rd</sup>-party vendor/company that is not owned by the proposing company. For software, the Contractor is permitted to license the software the service is operating on for resale, but the service must be owned and operated by the proposer. The Contractor must be a manufacturer-authorized reseller of all equipment and software sold. The Contractor must be able to meet all of the technical requirements set forth in this RFP.

#### **A. Wide Area Network (WAN) Services**

- a. NTCC is seeking high-speed connections from each campus/site to the co-located data center. The circuit provided to each campus/site shall not be less than 1 gigabit, but should optimally be 10 gigabits or greater. All connections shall be symmetrical (same upload and download speed). The Class of Service (CoS) must be the highest real-time priority available. The College will only consider proposals offering latency (one way) of 5 milliseconds (ms) or less, jitter of less than 3 ms and packet loss of 0.005% or less. Proposals offering less than these specifications *will be disqualified*. Data transmission between campuses must allow for quality of service (QoS) for phone system and support current College virtual local area networks (VLANs).
- b. The service provider will hand-off a minimum of 1Gb service between each campus/site and into the co-located data center, including at a minimum Layer 2 Ethernet service acting as an Ethernet bridge for connection between the co-located datacenter and each remote site utilizing transmission control protocol/internet protocol (TCP/IP) protocols and full duplex operation (bidirectional connections). A list of campuses/sites are located on **Attachment II List of locations**.
- c. The circuit technology used between campuses must be multiprotocol label switching (MPLS).
- d. Ideally, the WAN service should utilize a mesh (any to any) topology where any campus/site can access any other campus/site without going through a central location. If a hub-and-spoke topology is used, the hub location shall be the collocated datacenter and the hub circuit should have enough bandwidth to permit full usage of all spoke circuits, or at least 10 gigabits, whichever is greater. Proposer must indicate what topology is being proposed. Proposers are encouraged to provide proposals for both mesh and hub-and-spoke topologies.
- e. NTCC utilizes hosted Voice over IP services for phone services. VoIP traffic must be prioritized in ways necessary to ensure that voice calls are clear and without jitter or other dropouts. However, VoIP should not negatively impact data traffic in any significant way.
- f. Existing services are brought into campus/sites via fiber. It is the proposer’s responsibility to determine whether existing circuits may be used or whether new fiber must be installed internally or externally to provide service. Any additional costs for installation of new fiber must be included in the proposal.
- g. Fiber must be utilized to the handoff to NTCC’s core equipment. The handoff must be done either via multimode fiber, or with a bidder-supplied Cisco-certified SFP+ optical transceiver and fiber patch cable.



- h. Ethernet testing and certification should be completed during implementation and the appropriate data should be provided to NTCC. The Contractor should include a description of circuit testing procedures and the documentation for those tests must be provided to NTCC before payment is tendered. As a minimum, the testing must provide results for metro Ethernet forum (MEF) tests meeting request for comments (RFC) 2544 standards.
- i. In addition to providing fiber optic circuits, the Contractor will provide and maintain on premise equipment that is necessary to complete the circuit on both ends between the campuses/sites and the Datacenter, including but not limited to, Layer 3 routers, small form-factor pluggable transceiver (SFP's), gigabit interface converter (GBIC's), and fiber patch cables. Router specifications are listed **Section 2.1 (J)**.
- j. The service provider is responsible for obtaining all necessary right-of-way necessary to complete this project.
- k. During the term of this contract, any changes in the routing of the fiber cable due to other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.), or other changes impacting the routing of cabling between campuses/sites will be the sole responsibility of the service provider at no expense to NTCC. All outages related to cabling changes must be coordinated with NTCC before work may begin.
- l. In the event of loss of communication to any site, repairs shall start within two (2) hours of the service outage. Except for those agreed-upon on the final negotiated contract between the College and the service provider, outages lasting longer than 24 hours may be subject to liquidated damages agreed-upon the final negotiated contract.
- m. In the event of any disaster that prevents normal business operation from occurring, such as hurricanes, floods, tornados, etc. 24x7x365 premium support using technicians/Network Operations Center (NOC) personnel with a response time of four (4) hours of the environment being safe, using contractor-employed team members must be included in all solutions.

## **B. Internet Services (ISP)**

- a. All internet connections shall be symmetrical. (same upload speed as download speed)
- b. Internet connection shall terminate in the NTCC co-located datacenter space. From that central location, it shall be distributed to all campuses/sites. The cross-site bandwidth of campuses should factor 100% usage of the internet connection without impacting other data and voice services crossing the cross-site connection.
- c. The internet connection shall be protected at the border by a Contractor-provided next-generation firewall that is configured to NTCC's and LCTCS's requirements. The firewall may be a physical firewall onsite or a hosted firewall. The firewall must have content-filtering capabilities that protects the NTCC network from security threats at the packet level. DNS-based filtering is not sufficient. Any recurring costs for hardware or licensing of suggested products/solutions shall be clearly disclosed in the proposal.
- d. The internet connections may be protected by intrusion detection and prevention systems (IDPS) and content filtering systems.
- e. NTCC requires a minimum of a /26, but would prefer a /25, subnet of contiguous public IPv4 addresses to be distributed to any or all campuses. If a contiguous /26 is not available, the equivalent to a /26 spread between no more than four (4) contiguous blocks is permissible.

- f. NTCC utilizes hosted Voice over IP services for phone services. VoIP traffic must be prioritized in ways necessary to ensure that voice calls are clear and without jitter or other dropouts. However, VoIP should not negatively impact data traffic in any significant way.
- g. Internet testing and certification should be completed during implementation and the appropriate data should be provided to NTCC. The proposal should include a description of circuit testing procedures and the documentation for those tests must be provided to NTCC before payment is tendered. As a minimum, the testing must provide results for MEF tests meeting RFC 2544 standards.
- h. In the event of loss of communication to any site, repairs shall start within two (2) hours of the service outage for routine, other than emergency weather related outages. Except for those agreed-upon on the final negotiated contract between NTCC and the service provider, outages lasting longer than 24 hours may be subject to liquidated damages agreed-upon in the final negotiated contract.

### **C. Training**

- a. Training shall be provided to NTCC Information Technology staff on all supplied services. The proposal must include the training cost per hour and the number of hours expected to train three (3) technicians. If multiple training sessions are planned, a timeline must be included. The Awarded Contractor shall provide knowledge transfer to NTCC Information Technology staff on all installed hardware/software solutions provided. The Awarded Contractor may provide an online training course for each hardware/software solution provided. The Proposal should specify whether an online training is available for each solution.

### **D. Maintenance and Support**

- b. After successful implementation, NTCC shall require ongoing maintenance and support of provided services and associated equipment.

### **E. Co-Located Datacenter Space**

- a. NTCC is seeking ½ Rack (22-23 rack units) in a co-located datacenter, located within an approximately 5-hour drive of Lacombe, LA.
- b. Datacenter must be located within the state of Louisiana and located north of 30.5N latitude. Ideally, the datacenter would be located west of 91W longitude. Ideally, the collocated datacenter would not be within close proximity of NTCC campuses and sites to ensure the reliability and uptime of collocated datacenter during significant weather events such as hurricanes and tornadoes that may impact the College.
- c. The datacenter that the College co-locates in must be owned and managed by the internet service provider. Sub-contracting co-location services out to another company is not acceptable.
- d. NTCC must have 24x7x365 access to the co-located space in the datacenter.
- e. Technicians/NOC personnel capable of providing “smart hands” service must be stationed on datacenter’s or near property in a 24x7x365 fashion so that an onsite response within one (1) hour of request by NTCC.
- f. The datacenter must maintain a 99.99% up-time.

- g. Access to datacenter must be secured by key, proximity card, biometric, or RFID token.
- h. Co-located rack must have adequate scalable primary, operational, and secondary (UPS) power capacity. Adequate scalable standby (generator) power capacity is required as well.
- i. Co-located datacenter must have adequate primary and secondary redundant cooling designed for immediate failover, and are equipped with air handling units to remove dust and contaminants.
- j. Rack must include PDU units with 2 receptacles on different phases/legs for each rack units in provided space. PDU connectors must be either C13/C14 or NEMA 5-15 receptacles.
- k. Co-located rack space must be separately lockable from other customers in datacenter. Locking mechanisms can include combination lock, keypad, or hasp to install NTCC-supplied padlock with 3/8" shackle.
- l. In the event of an outage, repairs shall start within two (2) hours of the service outage. Except for those agreed-upon on the final negotiated contract between the College and the service provider, outages lasting longer than 24 hours may be subject to liquidated damages agreed-upon the final negotiated contract.

## **J. Hardware**

### **a. Network Hardware**

All routers/firewalls selected should be able to receive from the outside and then hand-off to the inside of the network the speeds being proposed. (e.g. if the fiber circuit is 10 Gbps, then the router at each campus/site or the Datacenter should be able to hand-off that same speed to the internal LAN at those locations). Hardware capable of handing off speeds faster than the circuits selected are preferred for future upgrade paths.

All routers will be installed in locations designated by the NTCC IT staff.

### **2.1.1 Task and Services**

Services from the Contractor shall include development, testing, implementation, documentation, user and technical support, user and technical training, and maintenance. NTCC is seeking a services and associated equipment solution which include the components designated in in **Part II Scope of Work** and in **Attachment VII – Requested Features**.

### **2.1.2 Project Requirements**

The Contractor's representative and NTCC will meet regularly to discuss status of project, timelines, and any exceptions to the project as they occur. During initial implementation, meetings will generally be held every 2-3 weeks, but NTCC reserves the right to increase or decrease the frequency of project meetings based on the results of previous meetings and/or project status and completion timeline. The Contractor's representative will be responsible for managing the project and team members. NTCC representatives will coordinate with Contractor's representative to coordinate and schedule when Contractor's team can complete work on campuses and sites.

## **2.2 Deliverables**

Services from the Contractor shall include development, testing, implementation, documentation, user and technical support, user and technical training, and maintenance. NTCC is seeking a services and associated equipment solution which shall include the components designated in **Part II Scope of Work**.

Contractor should deliver all equipment and services listed in **Part II Scope of Work**. The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided.

## **2.3 Price Schedule**

Prices proposed by the Proposers shall be submitted on the price schedule furnished herein on **Attachment I**. Prices submitted shall be firm for the term of the contract. Prices shall include shipping and delivery of all deliverables.

## **2.4 Location**

The location(s) the work, delivery, and service is to be performed, completed and managed are at ten (10) locations listed in **Attachment II List of Locations**.

## **2.5 Proposal Elements**

### **2.5.1 Financial**

Proposal shall include prices per the schedule furnished in **Attachment I**, and return with the proposal, as well as other potential charges (if any) for proposed services associated with the RFP program implementation and administration that you wish NTCC to consider.

### **2.5.2 Technical**

Each Proposer should address how the firm will meet all the requirements of this RFP, with particular attention to:

- Plans and/or schedule for implementation, or orientation, or installation, etc.
- Plans for training NTCC Information Technology staff, detailed in **Section 2.1 (D)**.
- Provision for customer service, including personnel assigned, toll-free number, and account inquiry, etc.
- Resumes for account manager, designated customer service representative(s) and any other key personnel to be assigned to this project, including those of subcontractors, if any
- References for at least three (3) State Government Agencies or Private Firms for whom similar or larger scope services are currently being provided. Include a contact person, email address, and telephone number for each reference
- Information demonstrating the Proposer's financial stability (financial statements, annual reports, or similar data for the last two (2) years
- Information regarding the company's last security audit, to include a Statement of Auditing Standards No. 70 (SAS70) or Statement on Standards for Attestation Engagements No. 16/18 (SSAE 16/18)

- Information demonstrating the Proposer's understanding of the nature and scope of this project
- Any other information deemed pertinent by the Proposer including terms and conditions which the Proposer wishes NTCC to consider.

### **2.5.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Each Proposer should address how the firm will meet the following:

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with NTCC. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at:

<https://smallbiz.louisianaeconomicdevelopment.com>

If a Proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), Proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar or percentage value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

In RFP's requiring the compliance of a good faith subcontracting plan, NTCC may require Proposers to submit information on their business relationships and arrangements with certified LaVet or Hudson Initiative subcontractors at the time of proposal review. Agreements between a Proposer and a certified LaVet or Hudson Initiative subcontractor in which the certified LaVet or Hudson Initiative subcontractor promises not to provide subcontracting quotations to other Proposers shall be prohibited.

In performing its evaluation of proposals, NTCC reserves the right to require a non-certified Proposer to provide documentation and information supporting a good faith subcontracting plan. Such proof may include contracts between proposer and certified Veteran Initiative and/or Hudson Initiative subcontractor(s).

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

The statutes (La. R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=671504>

The statutes (La. R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at:  
<http://www.legis.la.gov/Legis/Law.aspx?d=96265>

The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at:  
<http://www.doa.la.gov/pages/osp/se/secv.aspx>

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at:  
<https://smallbiz.louisianaeconomicdevelopment.com>

Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in State of Louisiana LaGov Supplier Portal:  
[https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest\\_user=self\\_reg](https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?quest_user=self_reg)

This may be accessed from State of Louisiana Procurement and Contract (LaPAC) Network:  
<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/vendor/VndPubMain.cfm>

When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

## **PART III: EVALUATION**

The evaluation committee shall assign points to its evaluation of each Proposal as follows:

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Technical Proposal ( <b>Section 3.1</b> )	63
Financial Proposal ( <b>Section 3.2</b> )	25
Veteran and Hudson Initiative ( <b>Section 3.3</b> )	12
Total Possible Points	100

The proposal will be evaluated in light of the material and the substantiating evidence presented to NTCC, not on the basis of what may be inferred.

**For a Proposer to proceed to the Financial Proposal and Veteran and Hudson Initiative evaluation, the Proposer shall achieve a minimum score equivalent to fifty percent (50%) of the possible points assigned to the Technical Proposal. Any Proposal failing to receive the minimum score at the completion of the detailed evaluation of the technical proposals will not be evaluated further and will be ineligible for award.**

The scores for the Financial Proposals, Technical Proposals and Veteran and Hudson Initiative will be combined to determine the overall score. The Proposer with the highest overall score will be recommended for award.

### **3.1 Technical Proposal**

The following criteria are of importance and relevance to the evaluation of this RFP and will be used by NTCC Evaluation Committee in the evaluation of the technical proposal. Such factors include:

Ease of Integration/Implementation of Proposed Solution	18
Functionality/Features of Proposed Solution	15
Prior Experience with proposer and/or References	10
Experience, Qualifications & Capabilities	10
Solution Support, Training & Maintenance	10

### **3.2 Financial Proposal**

The Financial Proposal should be packaged and sealed separately from the Technical Proposal and should be clearly marked as "FINANCIAL PROPOSAL".

The following financial criteria will be evaluated: Total cost will be calculated based on the base cost of recurring services over the first contracted period of 36 months plus the initial cost of equipment and/or services related to implementation.

Prices proposed by the Proposers shall be submitted on the price schedule furnished in **Attachment I Proposer Financial Response Form**. Prices proposed shall be firm.

The information provided in response to this section will be used in the Financial Evaluation to calculate lowest evaluated cost. (Alternate, if applicable: ...will be used in the Financial Evaluation Model to calculate lowest evaluated cost.)

A Proposer's base cost score will be based on the cost information provided in **Attachment I – Proposer Financial Response Form** or and computed as follows:

$$BCS = (LPC/PC \times FPP)$$

Where:        BCS = Computed cost score (points) for Proposer being evaluated  
                  LPC = Lowest proposed cost of all Proposers  
                  PC = Total cost of Proposer being evaluated  
                  FPP = Financial Proposal Points

### **3.3 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation**

Twelve percent (12%) of the total evaluation points in this RFP are reserved for Proposers who are certified small entrepreneurship or who will engage the participation of one or more certified small entrepreneurship as subcontractors. Reserved points shall be added to the applicable Proposers' evaluation score as follows:

#### **Proposer Status and Allotment of Reserved Points**

- i. If the Proposer is a certified Veterans Initiative small entrepreneurship, the Proposer shall receive points equal to twelve percent (12%) of the total evaluation points in this RFP.
- ii. If the Proposer is a certified Hudson Initiative small entrepreneurship, the Proposer shall receive points equal to ten percent (10%) of the total evaluation points in this RFP.
- iii. If the Proposer demonstrates its intent to use certified small entrepreneurship(s) in the performance of contract work resulting from this solicitation, the Proposer shall receive points equal to the net percentage extent of contract work which is projected to be performed by or through certified small entrepreneurship subcontractors, multiplied by the appropriate number of evaluation points.
- iv. The total number of points awarded pursuant to this Section shall not exceed twelve percent (12%) of the total number of evaluation points in this RFP.



## **PART IV: PERFORMANCE STANDARDS**

### **4.1 Performance Requirements**

The Contractor will deliver all tasks identified in **Part II, Scope of Work**.

### **4.2 Performance Measurement**

WAN and internet circuits will be monitored by NTCC's monitoring software for uptime and active utilization. Periodically, circuits will be tested for maximum available bandwidth. Hosted voice over IP will be periodically evaluated for uptime and call quality. If NTCC finds any services to not appear within normal expected ranges, NTCC will contact proposer's representative to have proposer's team perform an evaluation to confirm the issue and determine a resolution path.

Proposer should also monitor services for uptime and issues that could cause issues and prevent full delivery of the subscribed products. If the proposer finds issues that have not been reported by NTCC, proposer must report the issues to NTCC and begin to resolve those issues as if NTCC reported the issue.

### **4.3 Monitoring Plan**

The NTCC Director of Information Technology will be the primary point of contact between the Contractor and all NTCC campus locations. All communications to the campuses will be coordinated through the NTCC Director of Information Technology. The NTCC Director of Information Technology will monitor the services and Awarded Contractor on a day-to-day basis.

The NTCC Director of Information Technology will monitor the implementation timeline as proposed by the Awarded Contractor in the proposal. The Awarded Contractor shall submit weekly reports to the NTCC Director of Information Technology as to all implementation activities and once operational, all operational functions performance and usage. If there are problems noted in the reports the NTCC Director of Information Technology will work with the Awarded Contractor to either resolve the issue or increase the level of priority for the problem areas.

During year one (**1**) of the contract, the NTCC Director of Information Technology will meet quarterly with the Awarded Contractor to review the performance of verification services and to resolve any outstanding issues. Maintenance and uptime will also be a focus of review. In subsequent years the NTCC Director of Information Technology will meet a minimum of bi-annually with the Awarded Contractor. Additional meetings may be requested by either party as needed.

### **4.4 Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Reporting Requirements**

During the term of the contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If a contract is awarded to a Proposer who proposed a good faith subcontracting plan, the using agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit Contractor to determine whether Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the using agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing contract may be terminated.

## Attachment I: Proposer Financial Response Form

\*Must be completed and returned with proposal

### Section 1: Required Proposal Response Forms

#### 1.1 Proposer Information

PROPOSER NAME:	
NAME OF PRIMARY CONTACT:	
TITLE:	
PHONE:	
CELL:	
EMAIL:	

#### 1.4. Recurring WAN Bandwidth Charges Bid [3 Year Contract]

LOCATION	MONTHLY COST 100 MBPS	MONTHLY COST 1 GBPS	MONTHLY COST 2 GBPS	MONTHLY COST 10 GBPS	MONTHLY COST 40 GBPS
Sullivan Campus					
Hammond Area Campus					
Florida Parishes Campus					
Lacombe Main Campus					
Livingston Campus					
Connect to Success					
Co-located Datacenter					
Workforce Division					
YouthBuild					
WorkReady U					
<b>TOTAL COST:</b>					

### 1.5. Recurring Internet Bandwidth Charges Bid [3 Year Contract]

LOCATION	MONTHLY COST 1 GBPS	MONTHLY COST 2 GBPS	MONTHLY COST 10 GBPS	MONTHLY COST 40 GBPS
Sullivan Campus				
Hammond Area Campus				
Florida Parishes Campus				
Lacombe Main Campus				
Livingston Campus				
Colocated Datacenter				
Connect to Success				
Workforce Division				
YouthBuild				
WorkReady U				
<b>TOTAL COST:</b>				

## Attachment II: List of Locations

LOCATION	Approximate HANDSET/VoIP at location	INTERNET SERVICE REQUIRED
Sullivan Campus 1710 Sullivan Drive Bogalusa, LA 70427	50	YES
Hammond Area Campus 111 Pride Drive Hammond, LA 70401	55	YES
Florida Parishes Campus 7067 Hwy 10 Greensburg, LA 70441	50	YES
Lacombe Main Campus 65556 Centerpoint Boulevard Lacombe, LA 70445	100	YES
Livingston Campus 11640 Burgess Ave Walker, LA 70785	40	YES
Colocated Datacenter (current, but may change based on results of RFP) CONFIDENTIAL	1	YES
Connect to Success North Campus Main Building (SELU Campus) 900 B West University Ave Hammond, LA 70402	35	YES
Workforce Division 1514 Martens Drive Hammond, LA 70402	2	OPTIONAL
YouthBuild 322 North Columbia Street Bogalusa, LA 70427	10	YES
WorkReady U 61134 N. Military Road Slidell, LA 70461	6	OPTIONAL

## **Attachment III: INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

#### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

#### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

#### **3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### **4. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of Choose one. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

#### **5. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of Choose one. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration

date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 36 months from the expiration date of the policy, if the policy is not renewed.

## **B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

## **C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

### **1. Commercial General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the Contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the Contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

### **2. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

### **3. All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any Contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Its Officers, Agents, Employees and Volunteers  
P.O Box 94095, Baton Rouge, LA 70804-9095  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this Contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the Contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and



employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this Contract.

## Attachment IV: SAMPLE GENERIC CONTRACT

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

File No. \_\_\_\_\_  
Solicitation No. \_\_\_\_\_

**(NAME OF CONTRACT)**

### 1. CONTRACT

Be it known, that effective upon approval by the Director of State Procurement, as evidenced by the Director's signature on this document, the (*Agency Name*) (hereinafter sometimes referred to as "State") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into this Contract under the following terms and conditions.

### 2. SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

### 3. TERM OF CONTRACT

This Contract is effective upon OSP approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. At the option of the State of Louisiana and acceptance of the Contractor, this Contract may be extended for \_\_\_\_\_ additional twelve (12) month periods at the same prices, terms, and conditions. Total contract time may not exceed \_\_\_\_\_ months.

### 4. DELIVERABLES

The Contractor will deliver the item(s) or service(s) as described below (or per the attached) per the following schedule.

### 5. PERFORMANCE STANDARDS

#### 5.1. PERFORMANCE REQUIREMENTS

#### 5.2. PERFORMANCE MEASUREMENT/EVALUATION

#### 5.3. VETERAN-OWNED AND SERVICE-CONNECTED DISABLED VETERAN-OWNED SMALL ENTREPRENEURSHIPS (VETERAN INITIATIVE) AND LOUISIANA INITIATIVE FOR SMALL ENTREPRENEURSHIPS (HUDSON INITIATIVE) PROGRAMS REPORTING REQUIREMENTS

During the term of this Contract and at expiration, the Contractor will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

If the Contractor proposed a good faith subcontracting plan, the Using Agency, the Louisiana Department of Economic Development (LED), or the Office of State Procurement (OSP) may audit the Contractor to determine whether the Contractor has complied in good faith with its subcontracting plan. The Contractor must be able to provide supporting documentation (i.e., phone logs, fax transmittals, letter, e-mails) to demonstrate its good faith subcontracting plan was followed. If it is determined at any time by the Using Agency, LED, or the OSP Director that the Contractor did not in fact perform in good faith its subcontracting plan, the contract award or the existing Contract may be terminated.

## **6. PAYMENT TERMS**

The State Agency shall pay the Contractor in accordance with the Pricing Schedule set forth in **Attachment IX** to this Contract. The Contractor may invoice the State Agency monthly at the billing address designated by the State Agency. Payments will be made by the State Agency within approximately thirty (30) days after receipt of a properly executed invoice, and approval by the State Agency. Invoices shall include the contract and order number, using department and product purchased. Invoices submitted without the referenced documentation will not be approved for payment until the required information is provided.

## **7. TAXES**

The Contractor agrees that all applicable taxes are included in the Pricing Schedule set forth in **Attachment IX** to this Contract. State agencies are exempt from all State and local sales and use taxes.

## **8. LATE PAYMENTS**

Interest due by the State Agency for late payments shall be in accordance with La. R.S. 39:1695 at the rates established in La. R.S. 13:4202.

## **9. TERMINATION**

The State of Louisiana has the right to terminate this Contract immediately for any of the following reasons: (a) misrepresentation by the Contractor; (b) Contractor's fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the State of Louisiana; (c) conflict of contract provisions with constitutional or statutory provisions of State or Federal Law; (d) abusive or belligerent conduct by the Contractor towards an employee or agent of the State; (e) Contractor's intentional violation of the Louisiana Procurement Code (La. R.S. 39:1551 et seq.) and its corresponding regulations; or, (f) any listed reason for debarment under La. R.S. 39:1672.

### **9.1. TERMINATION OF THIS CONTRACT FOR CAUSE**

The State may terminate this Contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of this Contract, or failure to fulfill its performance obligations pursuant to this Contract, provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

## **9.2. TERMINATION OF THIS CONTRACT FOR CONVENIENCE**

The State of Louisiana may terminate this Contract for convenience at any time (1) by giving thirty (30) days written notice to the Contractor of such termination; or (2) by negotiating with the Contractor an effective date. The State shall pay the Contractor for, if applicable: (a) deliverables in progress; (b) the percentage that has been completed satisfactorily; and, (c) for transaction-based services up to the date of termination, to the extent work has been performed satisfactorily.

## **9.3. TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The continuation of this Contract is contingent upon the appropriation of funds to fulfill the requirements of this Contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of this Contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of this Contract, this Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **10. CONTRACT MODIFICATIONS**

No amendment or modification of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in this Contract is binding on any of the parties.

Changes to this Contract include any change in a) compensation; b) beginning/ending date of this Contract; c) scope of work; and/or d) Contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to this Contract.

## **11. OWNERSHIP**

All records, reports, documents, or other material related to this Contract and/or obtained or prepared by the Contractor in connection with the performance of the services contracted for herein shall become the property of the State, and shall, upon request, be returned by the Contractor to the State, at the Contractor's expense, at termination or expiration of this Contract.

All records, reports, documents and other material delivered or transmitted to the Contractor by the State shall remain the property of the State, and shall be returned by the Contractor to the State at the Contractor's expense, at termination or expiration of this Contract.

## **12. USE OF AGENCY'S FACILITIES**

Any property of the State furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or Agency, be used only for the performance of this Contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or State Agency which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or State Agency in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State, the Contractor shall notify the State thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or State Agency all property of the State and/or State Agency prior to settlement upon completion, termination, or cancellation of this Contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

### **13. WAIVER**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified or deleted except by the written consent of both parties.

### **14. WARRANTIES**

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

*This paragraph may only apply when software is involved.*

*No Surreptitious Code Warranty.* Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Contractor further warrants that it has the right to provide and or license its product to the State and that it will operate in accordance with this Contract. In the event of a material failure of Contractor's product to function and operate, and/or failure by the Contractor to perform its obligations, in accordance with the terms and conditions of this Contract that results in the termination of this Contract for cause by the State, the State will not be obligated to compensate the Contractor of any costs incurred by Contractor.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

### **15. INDEMNIFICATION AND LIMITATION OF LIABILITY**

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this Contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

Contractor will indemnify, defend and hold the State harmless, **without limitation**, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) State's unauthorized modification or alteration of a Product, Material, or Service; (ii) State's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; (iii) State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action no later than six (6) months after the issuance of an injunction in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of this Contract. Any injunction that is issued against the State which prevents the State from utilizing the Contractor's product in excess of six (6) months and for which the Contractor has not obtained for the State or provided to the State one of the alternatives set forth in the foregoing sentence is cause for the State to terminate this Contract. In the event of such termination, the State will not be obligated to compensate the Contractor for any costs incurred by the Contractor.

For all other claims against the Contractor where liability is not otherwise set forth in this Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of this Contract, or two (2) times the charges for services rendered by the Contractor under this Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

## **16. INSURANCE AND BONDS**

### **16.1. INSURANCE**

Contractor will be required to provide the State of Louisiana with Certificates of adequate insurance indicating coverage required, *(in accordance with Attachment III Insurance Requirements)*. The Contractor shall maintain the insurance for the full term of this Contract. Failure to comply shall be grounds for termination of this Contract.

## **17. LICENSES AND PERMITS**

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this Contract, if applicable.

## **18. SEVERABILITY**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Contract are declared severable.

## **19. SUBCONTRACTORS**

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or State Agency for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

## **20. SUBSTITUTION OF PERSONNEL**

If, during the term of this Contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to the State for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

The State shall reserve the right to require removal and replacement of any Contract personnel whose performance it considers unacceptable.

## **21. ASSIGNMENT**

Contractor shall not assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

## **22. CODE OF ETHICS**

The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this Contract. The Contractor agrees to immediately notify the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Contract.

## **23. CONFIDENTIALITY**

The following provision will apply unless the State agency statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to the State's operations which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

## **24. CONTRACT CONTROVERSIES**

Any claim or controversy arising out of this Contract shall be resolved by the provisions of Louisiana Revised Statute 39:1671-1673.

## **25. RIGHT TO AUDIT**

The State Legislative auditor, federal auditors and internal auditors of the NTCC, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to this Contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.



## **26. RECORD RETENTION**

The Contractor shall maintain all records in relation to this Contract for a period of at least five (5) years after final payment.

## **27. CONTRACTOR'S CERTIFICATION OF NO FEDERAL SUSPENSION OR DEBARMENT**

Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts.

## **28. CONTRACTOR'S COOPERATION/CLOSE-OUT**

The Contractor has the duty to fully cooperate with the State and provide any and all requested information, documentation, etc. to the State when requested. This applies even if this Contract is terminated and/or a lawsuit is filed. Specifically, the Contractor shall not limit or impede the State's right to audit or to withhold State owned documents.

## **29. SECURITY**

Contractor's personnel will comply with all security regulations in effect at the State's premises, the Information Security Policy at <http://www.doa.la.gov/Pages/ots/InformationSecurity.aspx> and externally for materials and property belonging to the State or to the project. Where special security precautions are warranted (e.g., correctional facilities), the State shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to the State any known breach of security.

## **30. COMMENCEMENT OF WORK**

No work shall be performed by Contractor and the State shall not be bound until such time as this Contract is fully executed between the State and the Contractor and all required approvals are obtained.

## **31. COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Federal Rehabilitation Act of 1973 as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disability or age in any matter relating to employment. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

### **32. ANTI-KICKBACK CLAUSE**

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

### **33. CLEAN AIR ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) list of Violating Facilities.

### **34. ENERGY POLICY AND CONSERVATION ACT**

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

### **35. CLEAN WATER ACT**

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the Environmental Protection Agency (EPA) List of Violating Facilities.

### **36. ANTI-LOBBYING AND DEBARMENT ACT**

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

### **37. PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL**

In accordance with La. R.S. 39:1602.1, for any contracts with a value of \$100,000 or more and for any Contractor with five (5) or more employees, the Contractor certifies that it is not engaging in a boycott of Israel and it will, for the duration of its contractual obligations, refrain from a boycott of Israel.

### **38. FUND USE**

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

### **39. HEADINGS**

Descriptive headings in this Contract are for convenience only and shall not affect the construction of this Contract or meaning of contractual language.

### **40. INDEPENDENT ASSURANCES**

/NTCC will require the Contractor and/or subcontractors, if performing a key internal control, to provide some form of assurances that internal controls over the process being administered by the Contractor for the user agency is operating properly. The assurances provided by the Contractor may be in the form of SOC I and/or type II reports resulting from independent SSAE 18 engagement of internal controls, quality assurance reports or other financial and performance audits from outside companies to assure both the financial viability of the (outsourced) program and the operational viability, including the policies and procedures placed into operation. If an SSAE 16 review is required, the audit firm will conduct tests of the Contractor's activities and render an independent opinion on the operating effectiveness of the controls and procedures.

Other forms of assurances may be required by the State Agency. The Contractor may be required to provide a quality control plan, such as third party Quality Assurance (QA), Independent Verification and Validation (IV & V), or other internal project/program reviews or audits.

These audits and/or assurances will require the Contractor to provide any assistance, records access, information system access, staff access, and space access to the party selected to perform the indicated audit. If a SSAE 18 review or audit is required of the Contractor, the audit firm will submit to the State Agency and/or Contractor a final report on controls placed in operations for the project and include a detailed description of the audit firm's tests of the operating effectiveness of controls.

The Contractor shall supply the State Agency with an exact copy of the report within thirty (30) calendar days of completion. When required by the State Agency, such audits may be performed annually during the term of this Contract. The Contractor shall agree to implement recommendations as suggested by the audits within three (3) months of report issuance at no cost to the State Agency. The cost of the SSAE 18 engagement is to be borne by the Contractor and it was included in the cost proposed in response to the RFP.

### **41. GOVERNING LAW**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736 (Louisiana Procurement Code) and La. R.S. 39:196-200 (Information Technology Procurement Code), if applicable; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in the RFP; and this Contract. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

### **42. COMPLETE CONTRACT**

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in

this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

#### 43. ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated \_\_\_\_\_, and the Contractor's Proposal dated \_\_\_\_\_, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR SIGNATURE:

By:

Title:

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

By: \_\_\_\_\_

Title \_\_\_\_\_

STATE AGENCY SIGNATURE:

## Attachment V: Direct Deposit- Payment Delivery Authorization



### Northshore Technical Community College Direct Deposit - Payment Delivery Authorization Please print or type

Name: \_\_\_\_\_  
(As it appears on W-9)

Email Address: \_\_\_\_\_ (required)

I authorize Northshore Technical Community College (NTCC) to initiate electronic credit entries to the account I have indicated below for all non-payroll related payments due to me.

For any funds paid to me which are not due and owing to me, through direct deposit, I hereby agree and authorize NTCC to initiate compensating electronic transactions to reverse any over or incorrect payments. In the event such electronic transactions are unsuccessful, NTCC will notify me of the amount to be returned.

I acknowledge that the origination of ACH transactions to my account must comply with the provisions of Louisiana and U.S. law.

☐ **Option 1 (for employees only)**

Please deposit my payments using the account information currently on file with centralized payroll.

☐ **Option 2**

Financial Institution Name \_\_\_\_\_  
Financial Institution Routing (ABA) Number \_\_\_\_\_  
Bank Account Number \_\_\_\_\_  
Account Name \_\_\_\_\_  
Account Type (Check One)  
☐ Checking ☐ Savings

#### How to Revoke or change your Authorization:

This authority will remain in effect until I change or cancel it in writing with NTCC.

☐ Discontinue my direct deposit. (Please update your mailing address below)

Address Line 1 \_\_\_\_\_  
Address Line 2 \_\_\_\_\_  
City, State Postal Code \_\_\_\_\_

SIGNATURE \_\_\_\_\_ Date \_\_\_\_\_  
(Signature of Bank Account Authorized Signer)

## **Attachment VI: Proposal Questionnaire**

**\*Must be Completed and Returned with Proposal**

1. Provide your company name and business address. Provide the addresses of all proposer-owned locations within 100 miles of Lacombe, LA that provides the services requested in this RFP. Provide a description of how your company is organized and how your resources will be utilized to accomplish the services requested, including a statement of how the services required would be performed.
2. Describe your company experience in providing Wide Area Network Services.
3. Describe your company experience in providing Internet Services.
4. Describe your company experience in providing Co-located Datacenter Space.
5. Describe your company experience in providing Internet Services.
6. Describe your company experience in providing customers with multi-locations with associated equipment such as requested in this RFP.
7. Provide a disclosure of any lawsuits or judgments against the proposer, subsidiaries, or affiliates, officers or employers that will significantly affect the proposer's ability to deliver the services required in this RFP (See 1.47.1).
8. Provide a disclosure of any State or Federal regulatory actions or agreements in effect or pending with or against the proposer, its holding company, subsidiaries or affiliates, officers or employees.
9. Provide a copy of the proposer's most recent disaster recovery plan.
10. Provide a copy of the proposer's invoice format consisting of at least two different NTCC locations with at least data services per location plus co-location charges.
11. Identify the person or persons who would be responsible for NTCC's day-to-day relationship. Provide a brief biography describing that person's background, experience with vendor accounts, and total account load. Identify the team assigned to this relationship and provide their resumes and cover letters as well.
12. What kind of backup support is available to your customer contact personnel?
13. What level of employee turnover in your government not-for-profit or higher education department have you experienced in the last 3 years?
14. Provide a servicing plan for NTCC's account. Describe your institution's experience servicing plans of the type and size of our plan. Do you have dedicated departments? Explain in detail.
15. Describe any ongoing educational programs, user conferences, publications or other means you have to keep clients fully educated and to provide a forum for new ideas and needs.
16. What is the training experience of your representatives? Provide an organizational chart depicting government not-for-profit or higher education as part of the overall organization as well as within this RFP.
17. Describe your approach to customer contact and service. Describe your training program for trust/custody personnel.
18. What managerial policies do you have in place to ensure client satisfaction?
19. Provide an integration & implementation plan and an outline of the process.
20. Specify if you have a dedicated "implementation team". If so, include names and titles.
21. What amount of lead time is necessary to proceed with the implementation? Describe the timeframe associated with the integration & implementation process. If the

implementation period is anticipated to exceed 120 days, describe additional resources that could be provided by the proposer to hasten the process.

22. What type and level of resources are required of NTCC personnel in the transition/implementation process?
23. What are the main strengths your organization brings to a potential relationship with us?
24. What is your plan for expansion over the next three to five years? How do you plan to accommodate future growth?
25. Please submit all requests for modifications to the sample contract provided as if your institution had been selected.

#### **WAN / Internet Services**

26. What technology is used to connect the campuses/sites to the Provider backbone?
27. What technology is used to connect the Provider backbone to the internet?
34. What is the minimum guaranteed bandwidth?
35. Can we upgrade the connection bandwidth during contract?
36. What Tier is the Provider?
37. Does the Provider implement “throttling”?
38. Can the Provider guarantee that the maximum packet loss within their infrastructure does not exceed 1%?
39. Can the Provider guarantee an overall uptime of 99.99%?
40. Does the Provider have an ISO (International Organization for Standardization) certification?
41. The provider must provide a list of equipment(s) provided for installation at Customer Premises.

#### **Hosted VoIP (service obtained by NTCC)**

42. What is your system design and methodology for ensuring system-wide reliability and voice quality? Are there any performance guarantees for future years?
43. How will your implementation plan and schedule provide for a “minimally disruptive” transition from the existing system to the new system?
44. Are there any required/recommended improvements to connectivity to implement the proposed solution? Do you recommend additional equipment not included in your plan that will/may need to be installed by NTCC? Include pricing if appropriate.

#### **Co-located Datacenter**

51. What is the designed and allowable power density of the facility?
52. What is the designed PUE (Power Usage Effectiveness) of the facility once fully loaded?
53. What are the facility access hours?
54. Which network carriers/providers have fiber directly fed into the facility?
55. What, if any, facility costs are associated with copper and/or fiber cross-connects?

- 56. Are remote hands services available and if so what's the cost?
- 57. What mechanisms are available to ensure competitive pricing for contract renewals?
- 58. How long can the facility run on standby power?